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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

YELLOW BOOK SALES AND )  
DISTRIBUTION COMPANY, INC., )  
Plaintiff, )

CASE NO. 2:11-CV-00254 KJD-GWF

v. )  
AARON & PATERNOSTER, LTD., )  
and MATTHEW E. AARON, )  
Defendants, )

**STIPULATION RELATED TO  
AGREED JUDGMENT**

AARON & PATERNOSTER, LTD., )  
and MATTHEW E. AARON, )  
Counterclaimants, )  
v. )  
YELLOW BOOK SALES AND )  
DISTRIBUTION, INC., )  
Counterdefendants )

IT IS HEREBY STIPULATED by and between Plaintiff  
Yellowbook Sales and Distribution Company, Inc.  
("Plaintiff" or "Yellowbook"), Defendant Matthew Aaron, an  
individual, and Defendant Aaron & Paternoster, Ltd, a  
Nevada corporation (collectively referred to as the  
"Defendants"), that the Court enter Judgment in favor of  
Plaintiff and against Defendants, jointly and severally, in  
the amount of \$186,000, pursuant to the parties' February

2012 Settlement Agreement (hereinafter the "February, 2012 Settlement Agreement"). The parties further state that:

**PAYMENT OF INSTALLMENTS PURSUANT TO SETTLEMENT**

1. Defendants have agreed to pay, and Plaintiff agrees to accept, a fixed sum as settlement in full and defined as the Total Settlement Amount pursuant to the express terms of the February, 2012 Settlement Agreement.
2. Defendants shall pay the Total Settlement Amount to Plaintiff by making monthly installment payments as set forth in the February, 2012 Settlement Agreement.
3. Upon payment of the Total Settlement Amount, Plaintiff shall cause this matter to be dismissed.

**CONSEQUENCES OF DEFAULT**

4. If Defendants Default—as defined in the February, 2012 Settlement Agreement—and fail to cure, Plaintiff shall be entitled to seek entry of judgment against Defendants pursuant to the terms of this Stipulation and the February, 2012 Settlement Agreement for: (a) \$50,000, (b) plus whatever amounts remain unpaid under the Settlement Agreement; (c) prejudgment interest at the set forth in N.R.S. § 17.130 from the Date of Default until Plaintiff has been paid; and (d) Plaintiff's reasonable attorneys' fees and costs incurred in (i) enforcing the February, 2012 Settlement Agreement, and (ii) securing a judgment pursuant to this Stipulation.

- 1 5. Any notice provided under this stipulation to  
2 Defendants shall be given to Defendants' counsel  
3 Charles L. Geisendorf and Matthew E. Aaron by  
4 facsimile, email, and U.S. Mail at Aaron &  
5 Paternoster, Ltd., 2300 West Sahara Avenue, Suite  
6 650, Box 30, Las Vegas, Nevada **89102**, Fax No. (702)  
7 387-9739, and chuck@aaronpaternoster.com;  
8 m\_e\_aaron@yahoo.com.
- 9 6. Defendants agree that Plaintiff may use this  
10 stipulation as an exhibit to its request for judgment  
11 in the event that Defendants default on any  
12 obligation created by the February, 2012 Agreement or  
13 this stipulation.
- 14 7. Defendants shall be jointly and severally liable for  
15 all amounts due and owing to Plaintiff.
- 16 8. If both Defendants file for bankruptcy prior to  
17 payment of the full Settlement Amount, Defendants  
18 agree that Yellowbook shall be permitted to file a  
19 proof of claim in the amount of \$359,578.80, less  
20 whatever payments Defendants have made under this  
21 Settlement Agreement.
- 22 9. Defendants waive the right to appeal any judgment  
23 entered pursuant to this stipulation.

24  
25 IT IS SO STIPULATED.  
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**LATHROP & GAGE LLP**

**AARON & PATERNOSTER, LLP**

/s/ Steven M. McCartan

/s/ Matthew E. Aaron

Steven M. McCartan  
Admitted Pro Hac Vice 5/19/11  
2345 Grand Boulevard  
Suite 2200  
Kansas City, MO 64108  
Attorney for Plaintiff

Matthew E. Aaron, Esquire  
Nevada Bar #004900  
2300 W. Sahara Avenue, Suite 650  
Las Vegas, Nevada 89102  
Attorney for Defendants

**ORDER**

It is so ordered.

Dated: \_\_\_\_\_



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U.S. DISTRICT COURT JUDGE

2/15/12

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